

CALIFORNIA ENDORSEMENT  
FOR VESSELS CALLING UPON CALIFORNIA  
OIL SPILL LIABILITIES

1. This Endorsement forms a part of the Policy to which it is attached;
2. This Endorsement provides coverage for any legal liability or damages as specified under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (California Government Code Section 8670.1 et seq.; herein "the Act") including Government Code Section 8670.56.5, as a result of a discharge of oil into or upon the marine waters of the State of California or a discharge of oil in an area that threatens to impact those marine waters from or by any of the Insured's vessels covered by the Policy;
3. The Insurer agrees to pay such amounts, subject to the monetary limits prescribed within the Policy, for which the Insured assumes, or is or may be judicially, administratively, or otherwise legally obligated to pay under the Act. The Policy shall apply to all such claims arising under the Act during the period covered by the Policy and before the effective date of the termination or cancellation;
4. Notwithstanding this Endorsement, the Insurer does not agree to be a guarantor for purposes of the Act or the Federal Oil Pollution Act of 1990, nor does this evidence of insurance constitute consent to allow third party claims to be asserted directly against the Insurer, nor create a direct action right against the Insurer.
5. Termination or cancellation of this policy insofar as it serves as proof of the Insured's financial responsibility pursuant to Title 14, California Code of Regulations, Section 795(a), shall not become effective until 60 days after notice, with the exception for nonpayment of premium which will require 30 days notice, has been submitted in writing by the Insurer to the Insured and to the California Department of Fish and Game, Office of Spill Prevention and Response;
6. Except as expressed in this Endorsement, all other terms and

conditions of the Policy remain unchanged.

The policy to which this Endorsement is attached provides primary or excess insurance as indicated by "x", for at least the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$\_\_\_\_\_ for each oil spill incident.

The insurance deductible amount is \$\_\_\_\_\_

This insurance is excess and the company shall not be liable for amounts in excess of \$\_\_\_\_\_ for each oil spill occurrence in excess of the underlying limit of \$\_\_\_\_\_ for each oil spill incident.

The insurance deductible amount is \$\_\_\_\_\_

Issued to \_\_\_\_\_ of \_\_\_\_\_  
Insured

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Amending Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_

Name of Insurance Company \_\_\_\_\_

Countersigned by \_\_\_\_\_  
Authorized Underwriter  
Representative

SCHEDULE OF VESSELS

Type of Vessel

Name of Vessel

Home Port of Vessel

(if more space is needed, attach a separate sheet)